

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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RED POD INC.,

Plaintiff,

- against -

ADEN & ANAIS, INC., ADEN & ANAIS LIMITED
and ADEN & ANAIS (CANADA) INC.,

Defendants.
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Case No.

COMPLAINT

JURY DEMANDED

Plaintiff, RED POD INC., by its attorneys, Klapper & Fass, complaining of defendants, ADEN & ANAIS, INC., ADEN & ANAIS LIMITED and ADEN & ANAIS (CANADA) INC. alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction based on diversity of citizenship pursuant to 28 U.S.C. 1332, in that plaintiff is a citizen of and has its principal place of business in a state which is different from the states in which defendants are a citizen. The amount in controversy exceeds Seventy Five Thousand (\$75,000.00) Dollars, exclusive of interest.

2. Venue is proper in this district pursuant to 28 U.S.C. § 1391 (a)(1) in that one of the defendants resides in this district and all of the defendants transact and do business in this district.

THE PARTIES

3. Plaintiff is a corporation formed in the State of California and a citizen of the State of California with its principal place of business located at 830 Stewart Drive, Suite 206, Sunnyvale, CA 94085. Plaintiff is a global sourcing company that helps customers to produce finished products, from soft to hard goods, under a private label or in-house brand.

4. Defendant, ADEN & ANAIS, INC. (“Defendant A&A”) is a New York corporation and citizen of the State of New York with its principal place of business located at 20 Jay Street, Suite 600, Brooklyn, New York 11201.

5. Defendant, ADEN & ANAIS LIMITED (“Defendant A&A UK”) is a private limited company organized in the United Kingdom with an address located at Shakespeare House, 168 Lavender Hill, London SW11 5TG, United Kingdom.

6. Defendant, ADEN & ANAIS (CANADA) INC. (“Defendant A&A Canada”) is a corporation organized in Quebec, Canada with an address at 1900-1002 rue Sherbrooke O, Montreal Quebec H3A3L6, Canada.

7. Upon information and belief, Defendant A&A UK and Defendant A&A Canada are subsidiaries of or affiliated with Defendant A&A by common ownership and control.

8. At all times relevant hereto, Defendant A&A UK and Defendant A&A Canada transacted and did business in the State of New York, individually and by or through the activities of Defendant A&A as agent.

9. At all times relevant hereto, Defendant A&A, Defendant A&A UK and Defendant A&A Canada (sometimes said Defendants hereafter collectively referred to as the “Defendants”) were engaged in the business of selling and distributing infant apparel and accessories, including Defendants’ signature product a muslin swaddle blanket.

COUNT ONE AS AGAINST DEFENDANT ADEN & ANAIS, INC.

10. From in or about December 2016 through in or about March 2017, Defendant A&A ordered certain specified finished products (the “A&A Goods”) from Plaintiff, having an agreed and reasonable value of \$1,369,657.82.

11. All of the aforesaid A&A Goods were delivered to and accepted by Defendant A&A.

12. Plaintiff duly rendered invoices to Defendant A&A for the payment of the A&A Goods.

13. Defendant A&A failed and refused to pay the balance of such invoices.

14. None of the A&A Goods were returned to Plaintiff, nor has Plaintiff extended any further credit on account of such invoices.

15. By reason of the foregoing, Plaintiff has been damaged in the amount of \$1,369,657.82, plus interest from May 17, 2017.

COUNT TWO AS AGAINST DEFENDANT ADEN & ANAIS, INC.

16. Plaintiff repeats and re-alleges the allegations set forth in paragraphs 10 through 14, inclusive, as though more fully set forth herein at length.

17. Defendant A&A has unjustly benefited from the delivery and acceptance of the A&A Goods.

18. By reason of the foregoing, Plaintiff has been damaged in the amount of \$1,369,657.82, plus interest from May 17, 2017.

COUNT THREE AS AGAINST DEFENDANT ADEN & ANAIS, INC.

19. Plaintiff repeats and re-alleges paragraphs 10 through 14, inclusive, as though more fully set forth herein at length.

20. From on or about January 23, 2017 through on or about April 12, 2017, accounts were stated between Plaintiff and Defendant A&A for the amount set forth in said invoices, and upon the accounts stated it was found that there was due to Plaintiff from Defendant A&A the sum of \$1,369,657.82.

21. Defendant A&A did not object to said statements of account, and the balance of \$1,369,657.82 remains due, although the same has been demanded.

22. By reason of the foregoing, Plaintiff has been damaged in the amount of \$1,369,657.82, plus interest from May 17, 2017.

COUNT FOUR AS AGAINST DEFENDANT ADEN & ANAIS LIMITED

23. From in or about December 2016 through in or about January 2017, Defendant A&A UK ordered certain specified finished products (the “UK A&A Goods”) from Plaintiff, having an agreed and reasonable value of \$321,278.23.

24. All of the aforesaid UK A&A Goods were delivered to and accepted by Defendant A&A UK.

25. Plaintiff duly rendered invoices to Defendant A&A UK for the payment of the UK A&A Goods.

26. Defendant A&A UK failed and refused to pay the balance of such invoices.

27. None of the UK A&A Goods were returned to Plaintiff, nor has Plaintiff extended any further credit on account of such invoices.

28. By reason of the foregoing, Plaintiff has been damaged in the amount of \$321,278.23, plus interest from May 17, 2017.

COUNT FIVE AS AGAINST DEFENDANT ADEN & ANAIS LIMITED

29. Plaintiff repeats and re-alleges the allegations set forth in paragraphs 23 through 27, inclusive, as though more fully set forth herein at length.

30. Defendant A&A UK has unjustly benefited from the delivery and acceptance of the UK A&A Goods.

31. By reason of the foregoing, Plaintiff has been damaged in the amount of \$321,278.23, plus interest from May 17, 2017.

COUNT SIX AS AGAINST DEFENDANT ADEN & ANAIS LIMITED

32. Plaintiff repeats and re-alleges paragraphs 23 through 27, inclusive, as though more fully set forth herein at length.

33. From on or about January 4, 2017 through on or about April 12, 2017, accounts were stated between Plaintiff and Defendant A&A UK for the amount set forth in said invoices, and upon the accounts stated it was found that there was due to Plaintiff from Defendant A&A UK the sum of \$321,278.23.

34. Defendant A&A UK did not object to said statements of account, and the balance of \$321,278.23 remains due, although the same has been demanded.

35. By reason of the foregoing, Plaintiff has been damaged in the amount of \$321,278.23, plus interest from May 17, 2017.

COUNT SEVEN AS AGAINST DEFENDANT ADEN & ANAIS (CANADA) INC.

36. From in or about December 2016 through in or about March 2017, Defendant A&A Canada ordered certain specified finished products (the “Canada A&A Goods”) from Plaintiff, having an agreed and reasonable value of \$134,156.62.

37. All of the aforesaid Canada A&A Goods were delivered to and accepted by Defendant A&A Canada.

38. Plaintiff duly rendered invoices to Defendant A&A Canada for the payment of the Canada A&A Goods.

39. Defendant A&A Canada failed and refused to pay the balance of such invoices.

40. None of the Canada A&A Goods were returned to Plaintiff, nor has Plaintiff extended any further credit on account of such invoices.

41. By reason of the foregoing, Plaintiff has been damaged in the amount of \$134,156.62, plus interest from May 17, 2017.

COUNT EIGHT AS AGAINST DEFENDANT ADEN & ANAIS (CANADA) INC.

42. Plaintiff repeats and re-alleges the allegations set forth in paragraphs 36 through 40, inclusive, as though more fully set forth herein at length.

43. Defendant A&A Canada has unjustly benefited from the delivery and acceptance of the Canada A&A Goods.

44. By reason of the foregoing, Plaintiff has been damaged in the amount of \$134,156.62, plus interest from May 17, 2017.

COUNT NINE AS AGAINST DEFENDANT ADEN & ANAIS (CANADA) INC.

45. Plaintiff repeats and re-alleges paragraphs 36 through 40, inclusive, as though more fully set forth herein at length.

46. From on or about January 24, 2017 through on or about April 12, 2017, accounts were stated between Plaintiff and Defendant A&A Canada for the amount set forth in said invoices, and upon the accounts stated it was found that there was due to Plaintiff from Defendant A&A Canada the sum of \$134,156.62.

47. Defendant A&A Canada did not object to said statements of account, and the balance of \$134,156.62 remains due, although the same has been demanded.

48. By reason of the foregoing, Plaintiff has been damaged in the amount of \$134,156.62, plus interest from May 17, 2017.

WHEREFORE, Plaintiff demands Judgment against Defendant as follows:

1. On Count One in the amount of \$1,369,657.82, plus interest from May 17, 2017;
2. On Count Two in the amount of \$1,369,657.82, plus interest from May 17, 2017;
3. On Count Three in the amount of \$1,369,657.82, plus interest from May 17, 2017;
4. On Count Four in the amount of \$321,278.23, plus interest from May 17, 2017;
5. On Count Five in the amount of \$321,278.23, plus interest from May 17, 2017;
6. On Count Six in the amount of \$321,278.23, plus interest from May 17, 2017;
7. On Count Seven in the amount of \$134,156.62, plus interest from May 17, 2017;
8. On Count Eight in the amount of \$134,156.62, plus interest from May 17, 2017;
9. On Count Nine in the amount of \$134,156.62, plus interest from May 17, 2017;
10. Reasonable attorneys' fees; and
11. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury of all issues in this action, triable by jury.

Dated: White Plains, New York
February 7, 2018

KLAPPER & FASS
Attorneys for Plaintiff



By: _____
Daniel A. Fass (DF8771)

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